

OLDER AMERICANS ACT STANDARD FIXED RATE CONTRACT- 2003

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance", and the Monroe County Board of Commissioners, hereinafter referred to as the "recipient". This contract is subject to all provisions contained in the MASTER AGREEMENT executed between the Alliance and the Recipient, Agreement No. PA-229, and its successor, incorporated herein by reference.

The parties agree:

I. Recipient Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in Attachment I of this agreement.

B. Final Request for Payment

The recipient must submit the final request for payment to the Alliance no more than 45 days after the contract ends or is terminated; if the recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the recipient, and necessary adjustments thereto, have been approved by the Alliance.

II. The Alliance Agrees:

Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$503,061.00, subject to the availability of funds. The Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature and passed through the State of Florida Department of Elder Affairs. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the recipient pursuant to this contract are in state grants and aids appropriations and consist of the following:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2003	U.S. Dept. Of Health and Human Services	93.044	\$110,000.00
Title III C1 Congregate Meals	2003	"	93.045	\$158,952.00
Title III C2 Home Delivered Meals	2003	"	93.045	\$184,800.00
Title III E Services	2003	"	93.052	\$49,309.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$503,061.00

III. Recipient and Alliance Mutually Agree:**A. Effective Date:**

1. This contract shall begin on January 1, 2003 or on the date the contract has been signed by both parties, whichever is later.
2. This contract shall end on December 31, 2003.

B. Termination, Suspension and/or Enforcement

The causes and remedies for termination or suspension of this contract shall follow the same procedures as outlined in Section III. B. and Section III. C. of the Master Agreement.

C. Recipient Responsibility:

Notwithstanding the pass-through language contained in Section I.S.1. of the Master Agreement, the recipient maintains responsibility for the performance of all subrecipients and vendors in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the contract manager for the Alliance for this contract is:

Steven Weisberg, M.S.
9500 S. Dadeland Boulevard, Suite 400
Miami, Florida 33156
305-670-6500

2. The name, address, and telephone number of the representative of the recipient responsible for administration of the program under this contract is:

Louis LaTorre
Gato Building - 1100 Simonton Street
Key West, Florida 33040
(305) 292-4573

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
4. The name (recipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Monroe County Board of Commissioners
Gato Building - 1100 Simonton Street
Key West, Florida 33040

12/01

Contract Number AA-329

IN WITNESS THEREOF, the parties hereto have caused this 12 page contract to be executed by their undersigned officials as duly authorized.

RECIPIENT: MONROE COUNTY
BOARD OF COMMISSIONERS

ALLIANCE FOR AGING, INC.

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED

BY: _____

NAME: STEVEN WEISBERG, M.S.

TITLE: PRESIDENT/CEO

DATE: _____

FEDERAL ID NUMBER:

RECIPIENT FISCAL YEAR END DATE:

59-6000749

09/30

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *Suzanne A. Hutton*
SUZANNE A. HUTTON
DATE 12/9/02

**ATTACHMENT I
OLDER AMERICANS ACT****I. STATEMENT OF PURPOSE**

The Older Americans Act (OAA) Program is a federal program which provides assistance to older persons and caregivers.

II. SERVICES TO BE PROVIDED**A. Services:**

The recipient's service application for the calendar year 2003, and any revisions thereto approved by the Alliance and located in the contract manager's file, are incorporated by reference in this contract between the Alliance and the recipient and prescribe the manner in which the recipient will meet the requirements of the Older Americans Act as amended in 2000.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the recipient's service provider application for the calendar year 2003, the draft Department of Elder Affairs Client Services Manual dated 12/98, the Department of Elder Affairs National Family Caregiver Support Program Guidelines, and the Department of Health and Human Services, Office of Assistant Secretary, Administration on Aging, Program Instruction, AoA-PI-01-02. In the event the manual or guidelines are revised, such revision will automatically be incorporated into the contract and the recipient will be given a copy of the revisions. The recipient agrees to perform the services of this contract in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to Older Americans Act funds.

III. METHOD OF PAYMENT

- A. The method of payment in this contract includes advances and fixed rate for all other services. The recipient must ensure all costs and fixed rates include only those costs which are in accordance with all applicable state and federal statutes and regulations and are based on historical costs and audited historical costs when applicable. Payment shall be on an advance basis in accordance with the draft Department of Elder Affairs Client Services Manual dated 12/98 and ATTACHMENT II. All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106A and 105A.
- B. The recipient shall maintain documentation to support payment requests which shall be available to the Alliance, Department of Elder Affairs staff or the Comptroller for the State of Florida upon request.
- C. The due date for the request for payment and expenditure reports shall be on the 5th day of the month following the month being reported.
- D. The Alliance shall make payment to the recipient for a total dollar amount not to exceed \$503,061.00, subject to the availability of funds. Rates listed in Paragraph E are the Alliance's share not to exceed 90% of the gross cost per unit of service.

- E. The Alliance shall make payment to the recipient for provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service to be Provided	Unit of Service	Unit Rate	Maximum Units	Maximum Dollars
Homemaker	1 hour	27.700448	1,115	\$30,886
Personal Care	1 hour	54.372307	1,300	\$70,684
Recreation	1 client hour	8.43	1,000	\$8,430
Congregate Meals	1 meal	8.869302	17,705	\$157,031
Nutrition Education (C-1)	Episode	274.42857	7	\$1,921
Home Delivered Meals	1 meal	6.674902	27,481	\$183,433
Nutrition Education (C-2)	Episode	683.50	2	\$1,367
In-Home Respite (3E)	1 hour	22.6559	991	\$22,452
Facility Respite (3E0)	1 hour	9.253333	1,200	\$11,104
Consumable Med. Supplies	Episode	TBA	TBA	\$15,753

- F. If applicable, recipient will implement a **Modified Spending Authority** for these services, **WITHIN THE RESPECTIVE TITLES**, with the exception of Screening and Assessment. Provider projects a number of units of service and amount of funds per service and determines a rate of service.

These figures are only a projection, with the exception of Screening and Assessment. recipient is to provide service based on consumer's service plans and will not be restricted to providing the services as projected. Additional budget revisions/contract amendments will not be required to move funding among these services, with the exception of Screening and Assessment. Total Contract Amount cannot be exceeded.

- G. The recipient may request a monthly advance for each of the first two months of the contract period, based on immediate anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the Alliance, and maintained in the contract manager's file. For profit organizations cannot receive advance funds. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of invoices is **ATTACHMENT II** to this contract. Reconciliation and recouping of advances made under this contract are to be completed by the time the final payment is made. All payments are subject to the availability of funds.
- H. A final receipt and expenditure report (closeout report) will be forwarded to the Alliance within sixty (60) days after the contract ends or is terminated. All monies which have been paid to the recipient and not used to retire outstanding obligations of the contract being closed out must be refunded to the Alliance along with the final receipt and expenditure report.
- I. Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.

- J. The recipient agrees to implement the distribution of funds as detailed in the service application and the Budget Summary, **ATTACHMENT III** to this contract. Any changes in the amounts of federal funds identified on the Budget Summary form require a contract amendment.
- K. Financial Reports: The recipient agrees to provide an accurate, complete and current disclosure of the financial results of this contract as follows:
1. To submit all requests for payment and expenditure reports according to the format, schedule and requirements specified in **ATTACHMENT I**.
 2. The completed manual units of service portions of the Older Americans Act Annual Report, if applicable, are due to the contract manager on the date established by the Alliance. The Department of Elder Affairs will obtain the remaining Report sections from the Consumer Information, Registration and Tracking System (CIRTS).

IV. SPECIAL PROVISIONS

A. Match

The recipient will assure a match requirement of at least 10 percent of the cost for all services funded through this contract. The recipient's match will be made in the form of cash and/or in-kind resources. At the end of the contract period, all Older Americans Act funds expended must be properly matched.

B. Consumer Contributions and Co-payments for Services

- (1) The recipient assures compliance with Section 315 of the Older Americans Act as amended in 2000, in regard to consumer contributions. For services not paid for with Older Americans Act funds, subrecipients may charge co-payments to those persons able to pay part or all of the cost of services.
- (2) Voluntary contributions are not to be used for cost sharing or matching.
- (3) Accumulated voluntary contributions are to be used prior to requesting Federal reimbursement.
- (4) Voluntary contributions and related interest earned are program income and must be used to expand services.

C. Title III Funds

The recipient assures compliance with Section 306 of the Older Americans Act as amended in 2000, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the recipient to carry out a contract or commercial relationship that is not carried out to implement Title III.

D. Carry Forward Funds

Carry forward funds must be identified on the computation of carry forward report submitted with the closeout report and requests for award of carry forward funds must be justified by the recipient and approved by the department. All OAA carry forward funds must be budgeted in the same title as originally awarded.

E. Prioritization for Service Delivery

The recipient shall develop and implement policies and procedures consistent with Older Americans Act targeting criteria.

F. Information and Referral

The recipient agrees to adhere to the Standards for Professional Information & Referral, ATTACHMENT IV to this contract. The basis of these standards are those found in the standards published by the Alliance for Information & Referral Systems (AIRS), copyright 2000, and amended by the Department of Elder Affairs to meet the unique needs of the Elder Helpline system.

G. Service Cost Reports:

The recipient will submit semi-annual service cost reports which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

H. Caregiver Forums

The recipient will collaborate with the Alliance in supporting a Statewide Caregiver Forum coordinated by the Department of Elder Affairs. The Alliance will sponsor the attendance of a minimum of ten caregivers and contribute \$1,000.00 toward the expense of speakers and miscellaneous training expenses using contract funds. Sponsorship of caregivers includes providing funds for all expenses related to caregivers attending this event; to include registration, travel, and local respite services. Recipients are also encouraged to help the Alliance plan and conduct local caregiver forums utilizing Title III-E funds. Caregiver Forums are defined in the Department of Elder Affairs Title III-E National Family Caregiver Support Guidelines.

ATTACHMENT II

CONTRACT REPORT CALENDAR

ADVANCE BASIS CONTRACT

TITLE III

Report Number	Month	Based On	Submit to Alliance on This Date
1	January	Advance*	January 1
2	February	Advance*	January 1
3	March	January Expenditure Report	February 5
4	April	February Expenditure Report	March 5
5	May	March Expenditure Report	April 5
6	June	April Expenditure Report	May 5
7	July	May Expenditure Report	June 5
8	August	June Expenditure Report	July 5
9	September	July Expenditure Report	August 5
10	October	August Expenditure Report	September 5
11	November	September Expenditure Report	October 5
12	December	October Expenditure Report	November 5
13		November Expenditure Report	December 5
14		December Expenditure Report	January 5
15		Final Payment Request	February 14
16		Closeout Package	February 29

Legend: * Advance based on projected cash need.

Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

Note # 1: Reports #1 and #2 for Advance Basis Contracts cannot be submitted to the Alliance until the contract with the Alliance has been executed.

Note # 2: The last two months of the recipient's fiscal reports covering actual expenditures shall reflect an adjustment repaying advances for the first two months of the contract, if advances have not been recouped.

12/01

Contract Number AA-329

ATTACHMENT III

BUDGET SUMMARY

2003 OAA BUDGET SUMMARY

Recipient: Monroe County Board of Commissioners

Contract No. AA-329

Distribution of Award by Title

Federal Share

Title III-B	\$110,000
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Title III C-1	\$158,952
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Title III C-2	\$184,300
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Title III-E	\$49,309
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Title III-F	\$0
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TOTAL FEDERAL AMOUNT	\$503,061
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ATTACHMENT IV
OLDER AMERICANS ACT PROGRAM

SUMMARY OF STANDARDS FOR PROFESSIONAL
INFORMATION & REFERRAL

I. SERVICE DELIVERY

Standard 1: Information Provision

The Information and Referral (I & R) service shall provide information to the inquirer in response to a direct request for such information. Information can range from a limited response (such as organization's name, telephone number, and address) to detailed data about community service systems (such as explaining how a group intake system works for a particular agency), agency policies, and procedures for application. Every call, including information only calls, shall be documented. Documentation shall include the type of information requested and the action taken.

Standard 2: Referral Provision

The I & R service shall provide information and referral services in which the inquirer has one-to-one contact with an I & R specialist. The referral process consists of assessing the needs of the inquirer, identifying appropriate resources, assessing appropriate response modes, indicating organizations capable of meeting those needs, providing enough information about each organization to help inquirers make an informed choice, helping inquirers for whom services are unavailable by locating alternative resources, and, actively participating in linking the inquirer to needed services. Follow-up is required for each referral. The referral cannot be counted until follow-up is complete.

Standard 3: Advocacy/Intervention

The I & R service shall offer advocacy to ensure that people receive the benefits and services to which they are entitled and that organizations within the established service delivery system meet the collective needs of the community. For purposes of these standards, "Advocacy" does not include legislative advocacy (lobbying). All advocacy efforts shall be consistent with policies established by the governing body of the I & R service and shall proceed only with the permission of the inquirer.

Standard 4: Follow-Up

Follow-up on referrals must be completed within 10 calendar days either by telephone or visit, to determine that services are being provided and that the person or caregiver is satisfied with the services as provided unless a crisis situation suggest more immediate follow-up.

II. RESOURCE DATABASE

Standard 5: Inclusion/ Exclusion Criteria

The I & R service shall develop criteria for the inclusion or exclusion of agencies and programs in the resource database. These criteria shall be uniformly applied and published so that staff and the public will be aware of the scope and limitations of the database.

Standards 6: Data Elements

A standardized profile shall be developed for each county's organization within the planning and service area. The database shall include a providers legal name, common name and acronym, address (mailing and physical location) telephone number(s) and a description of services.

Standard 7: Indexing the Resource Database/ Search Methods

Information in the resource database shall be indexed and accessible in ways that support the I & R process.

Standard 8: Database Maintenance

The resource database shall be updated through continuous revision or at intervals sufficiently frequent to ensure accuracy of information and comprehensiveness of its contents.

III. REPORTS AND MEASURE

Standard 9: Inquirer Data Collection

The I & R service shall establish and use a system for collecting and organizing inquirer data which facilitates appropriate referrals and provides a basis for describing requests for service, identifying service gaps and overlaps, assisting with needs assessments, supporting the development of products, identifying issues for staff training and facilitating the development of the resource information system. Inquirer data includes information gathered during follow-up as well as that acquired during the original contact.

Standard 10: Data Analysis and Reporting

The I & R service shall develop reports using inquirer data and/or data from the resource database to support community planning activities (or planning at other levels), internal analysis and advocacy. If requested, data will made available to the Department of Elder Affairs.

IV. COOPERATIVE RELATIONSHIPS

Standard 11: Cooperative Relationships within the Local I & R System

In communities which have a multiplicity of comprehensive and specialized I & R providers, the I & R service shall develop cooperative working relationships to build a coordinated I & R system which ensures broad access to information and referral services, maximizes the utilization of existing I & R resources, avoids duplication of effort and encourages seamless access to community resource information. I & R services within the system may choose to be Afull service@ programs performing all necessary I & R functions within their designated service area; or may prefer to partner with one or more I & R services to share those functions. (e.g., one I & R service might build and maintain the resource database and another might assume responsibility for service delivery.)

Standard 12: Cooperative relationships within the Local Service Delivery System

The I & R service shall strive to develop cooperative working relationships with local service providers to build an integrated service delivery system which ensures broad access to community services, maximizes

IV.B. MATCH COMMITMENT OF CASH DONATION

Agency Name: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Donor Identification:

Name: MONROE COUNTY SOCIAL SERVICES

Street: GATO Building
1100 Simonton Street

City: Key West

State: Florida

Zip: 33040

Phone: 305-292-4523

Authorized Representative: _____

Total Amount \$ 55,896.00

Payments 12

Amount/Payment \$ 4,658.00

Contribution Period January 1, 2003 to December 31, 2003

Special Conditions:

Donor Certification:

I hereby certify intent to make the cash donation set forth above for use in the specified program during the program's upcoming funding period. This cash is not included as match for any other State or Federally assisted program or contract and is not borne by the federal government directly under any federal grant or contract.

Signature of Donor or Representative: _____ Date: _____

SPA
2002 Update

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY Suzanne A. Hutton
SUZANNE A. HUTTON

DATE 12/9/02